

WEST BROMWICH ALBION FOOTBALL CLUB

PRIZE DRAW TERMS AND CONDITIONS FOR PRIZE DRAW: Win a WBA Hawthorns stadium tour voucher

Details of how the Promoter uses and protects your personal data, as well as your rights in respect of it, how to exercise your rights and how to contact us is set out in our Prize Draw Privacy Notice.

More information about how the Promoter processes personal data in general can be found in our Privacy Policy at <https://www.wba.co.uk/privacy-policy>.

Information about other people

If you provide information to us about any other people, you must give them a copy of the Club Privacy Policy so that they understand how their information will be used. You should only provide information about them if you are authorised to do so.

1. By entering into this prize draw you are confirming that you have read, accepted and agree to be bound by these Terms.
2. The prize draw is free to enter and no purchase is necessary; however, each entrant will need an internet connection and no refund may be claimed for expenses incurred in participating in the competition, including in relation to use of the internet.
3. The prize draw is open to Promoter home supporters aged 18 or over residing in England, Wales or Scotland.
4. Employees or consultants of the Promoter or the Promoter's group companies, their families, agents or any third party directly associated with administration of the prize draw are not permitted to enter the prize draw.
5. The prize draw shall be open for entries between 09.00am on 23rd February 2024 ("Opening Time") and 11.59pm on 1st March 2024 ("Closing Time"). Entries received after the Closing Time will not be considered.
6. To enter you must, between the Opening Time and Closing Time, (1) like the prize draw post on @wba_events Instagram account **and** (2) follow the @wba_event Instagram page.
7. Only one entry per person is permitted. Entries on behalf of another person will not be accepted and joint submissions are not allowed. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize draw.
8. Entries submitted that are (a) automatically generated by a computer, (b) completed by third parties or in bulk, (c) illegible, have been altered, reconstructed, forged or

tampered with, (d) incomplete (e) submitted by an individual not eligible to participate in the prize draw and/or (e) fraudulent are not valid entries and will not be submitted into or removed from the prize draw.

9. In entering the prize draw, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the prize draw and to claim the prize.
10. The Promoter accepts no responsibility for entries that are lost, not successfully completed, mislaid, damaged and/or delayed in transit, regardless of cause, including, for example, due to equipment failure, a technical fault, technical malfunction, computer hardware or software failure, satellite, network, systems or server failure of any kind. The Promoter will not accept proof of transmission as proof of receipt of entry to the prize draw. The Promoter accepts no responsibility for any entries not validly completed for any reason.
11. A winner will be chosen by random draw within 72 hours days of the Closing Time.
12. The winner of the prize draw will receive as the prize: A WBA Hawthorns stadium tour voucher of a value of £70 ("**Gift Voucher**"). Use of the Gift Voucher is subject to these terms and conditions and the WBA FC Stadium Tour Terms and Conditions. For further information, please see clause 28.
13. The Promoter will make all reasonable efforts to contact the prize winner by notifying the prize winner via private message using the Instagram account that the prize winner used to enter the prize draw. When the prize winner is notified by the Club that they are a prize winner, the prize winner will be required to provide their name, email and a postal address to claim their prize. The prize will be emailed to the email address provided by the prize winner. If a winner cannot be contacted or is not available, or has not claimed their prize within 5 days of being notified by the Promoter, then the winner's prize will be forfeited and the Promoter will be entitled to select another winner in accordance with the process described above. The prize may not be claimed by a third party on a prize winner's behalf. You warrant that all information submitted by you to the Club is true, accurate and complete.
14. Subject to events outside the reasonable control of the Club, the prize will be sent to the winner by post within 5 days of the Club being notified of the relevant postal address (except where the prize has been forfeited in accordance with clause 13 above or has been provided to the prize winner in person).
15. The prize for the winner is non-exchangeable, non-negotiable, non-transferable and no cash alternative is offered. The prize winner shall be solely responsible for all taxes and the reporting consequences thereof and for any other fees and costs associated with the prize. If any taxes, costs and/or fees are levied against the Club in respect of

the prize, the Club may recover those taxes, costs and/or fees from the prize winner and the prize winner agrees to reimburse the Club for such taxes, costs and/or fees. The prize winner shall also be responsible for all costs relating to the use of the prize.

16. The Promoter does not accept any responsibility if you are not able to take up the prize.
17. The prize is subject to availability. The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so.
18. The Promoter must either publish or make available information that indicates that a valid award took place. Subject always to receiving the consent of the prize winner, the Promoter will make available the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails marketing@wbafc.co.uk or writes to West Bromwich Albion Football Club Limited of The Hawthorns, West Bromwich, West Midlands B71 4LF (enclosing a self-addressed envelope) requesting such information within one month after the Closing Time. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter by emailing marketing@wbafc.co.uk. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
19. Participants are deemed to have accepted and agreed to be bound by these terms and conditions upon entry. The Promoter reserves the right to refuse entry or refuse to award the prize to anyone in breach of these terms and conditions.
20. The Promoter reserves the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
21. **Insofar as is permitted by law, the Promoter will not in any circumstances be responsible or liable to compensate the winner or any other person/third party or accept any liability for any loss, damage, personal injury or death occurring as a result of entering the prize draw, winning the prize draw and/or taking up the prize except where such liability is caused by the negligence of the Promoter or that of their employees. Your statutory rights are not affected.**
22. Nothing in these terms and conditions excludes or limits the Promoter's liability for death or personal injury arising from its negligence, or the Promoter's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
23. **Personal data supplied during the course of this promotion will only be processed as set out in the Promoter's Prize Draw Privacy Notice. See also condition 18 with regard to the announcement of winners.**

24. The decision of the Promoter regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.
25. If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, exclude you from the prize draw.
26. The prize draw will be governed by English law and entrants to the prize draw submit to the jurisdiction of the English courts.
27. If you have any questions about how to enter the prize draw or any questions in connection with the prize draw, please email marketing@wbaafc.co.uk and include "Win a WBA Hawthorns stadium tour voucher 23rd February 2024 in the subject header line. Please do not email the Club to enter the prize draw (such emails will not be entered into the prize draw); only email if you have difficulties using the application process.
28. The Gift Voucher can be used to purchase a stadium tour of The Hawthorns ("**stadium tour**"). In addition to these terms and conditions, such stadium tour is also subject to the terms WBA FC Stadium Tour Terms and Conditions. The prize winner can redeem the Gift Voucher against a stadium tour online at www.events.wba.co.uk. No fees apply to Gift Vouchers. Gift Vouchers will be sent electronically to the email address provided by the purchaser. No physical gift vouchers will be provided. If at the time of redemption, the cost of your purchase (i) is less than the balance on the Gift Voucher, the unused balance will remain on the Gift Voucher for use towards future purchases of a stadium tour or (ii) exceeds the balance on the Gift Voucher, the remaining amount must be paid by you using one of the accepted payment methods acceptable to the Club.

Limitations of Gift Voucher:

- Gift Voucher can only be redeemed against purchases of a stadium tour of The Hawthorns. They cannot be redeemed against any other purchases.
- Gift Vouchers and/or any unused balance cannot be redeemed or exchanged for cash.
- Damaged, altered or cancelled Gift Voucher will not be accepted.
- Gift Voucher, and any unused balance linked to that Gift Voucher, will expire 12 months from the date that the Gift Voucher is sent by the Club to the prize winner.
- Gift Voucher can only be purchased online at www.events.wba.co.uk.
- Gift Voucher cannot be used to purchase other Gift Voucher(s) and cannot be sold or exchanged for cash or any other prepaid payment instrument.
- Gift Voucher will not be replaced if lost or stolen.
- Gift Voucher cannot be used for any illegal or unauthorised purpose.

Failing to comply with these terms and conditions may result in the Club taking action(s) against you and/or any other third party, including, but not limited to, preventing the redemption of Gift Voucher or revoking Gift Voucher balance. In addition to any other rights available to the Club, the Club has the right to cancel any order where it suspects or becomes aware that a Gift Voucher has been used fraudulently as part of that transaction.

The Club is not responsible for lost, destroyed or stolen Gift Voucher or where Gift Voucher is used without your permission. The Gift Voucher can be used by anyone in possession of the Gift Voucher. The Club is not obliged to check the identity of a person using the Gift Voucher. However, the Club reserves the right to request identification if for whatever reason it decides to do so.

29. The Promoter of this prize draw is West Bromwich Albion Football Club Limited of The Hawthorns, West Bromwich, West Midlands B71 4LF.